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13 Attorneys for Plaintiff JENS ERIK SORESENSEN,  
14 as Trustee of SORESENSEN RESEARCH AND  
15 DEVELOPMENT TRUST

16 UNITED STATES DISTRICT COURT  
17 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

18 JENS ERIK SORESENSEN, as Trustee of ) Case No. 08 cv 233 BTM CAB  
19 SORESENSEN RESEARCH AND )  
20 DEVELOPMENT TRUST, ) **JOINT STIPULATION FOR**

21 Plaintiff ) **EXCEPTION TO STAY TO**

22 v. ) **PRESERVE EVIDENCE**

23 GLOBAL MACHINERY COMPANY, )  
24 an Australian company; GMCA PTY. )  
25 LTD., an Australian company; )  
26 TRAPONE CORPORATION PTY. )  
27 LTD., an Australian company; and DOES )  
28 1 – 100, )

Defendants. )

1 Plaintiff Jens Erik Sorensen as Trustee of Sorensen Research and  
2 Development Trust, and Defendants Global Machinery Company, GMCA PTY.  
3 LTD., Trapone Corporation PTY. LTD by and through their respective counsel,  
4 hereby stipulate to an exception to stay for preservation of evidence by defendant on  
5 consistent terms with the ruling of this Court on August 20, 2008 in related cases<sup>1</sup> on  
6 motions for exception to stay to preserve evidence as follows:

7 1. All prototype and production molds used in the production of the  
8 accused products within the custody and control of the Defendants will be preserved.

9 2. All design and technical documents for the accused product within the  
10 control and custody of the Defendants will be preserved.

11 3. Plaintiff will propound (and Defendants will answer) one (1)  
12 interrogatory on the Defendants that asks for the identification of the company  
13 names and addresses of nonparty manufacturers, suppliers, and importers who have  
14 prototype, production, design, technical documents or evidence regarding the  
15 accused products.

16 4. Plaintiff understands that Defendants may not have actual control to  
17 govern the actions of nonparty manufacturers, suppliers, and importers identified  
18 pursuant to the interrogatory authorized by paragraph 3 above.

19 5. The parties agree to abide by and be bound by the terms of this  
20 Stipulation upon signature by their attorneys.

21 The parties have authorized electronic signatures for purposes of this  
22 Stipulation.

23 IT IS SO STIPULATED.

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26 <sup>1</sup> *Sorensen v. CTT Tools*, Case No. 08cv231; *Sorensen v. Emerson Electric*, Case  
27 No. 08cv00060; *Sorensen v. Esseplast*, Case No. 07cv2277; *Sorensen v. Logitech*, Case No.  
28 08cv308; *Sorensen v. Ryobi*, Case No. 08cv00070; *Sorensen v. Senco*, Case No.  
08cv00071.

1 DATED this Monday, September 15, 2008.

2 JENS ERIK SORENSEN, as Trustee of  
3 SORENSEN RESEARCH AND DEVELOPMENT  
4 TRUST, Plaintiff

5 /s/ Melody A. Kramer

6 J. Michael Kaler, Esq.  
7 Melody A. Kramer, Esq.  
8 Attorneys for Plaintiff

9 GLOBAL MACHINERY COMPANY, GMCA  
10 PTY. LTD., TRAPONE CORPORATION PTY.  
11 LTD, Defendants

12 /s/ Cassandra L. Wilkinson

13 Cassandra L. Wilkinson, Esq.  
14 Mark G. Kachigian, Esq.  
15 Callie Bjurstrom, Esq.  
16 Attorneys for Defendants  
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